

EUTF DECLARATION OF DOMESTIC PARTNERSHIP

I. DECLARATION:

We, _____, (employee-beneficiary) and, _____, (domestic partner), each declare that we established a domestic relationship effective _____ (date) and certify every one of the following criteria:

II. STATUS

1. The employee-beneficiary and the domestic partner intend to remain in a domestic partnership with each other indefinitely.
2. The employee-beneficiary and the domestic partner have a common residence and intend to reside together indefinitely.
3. The employee-beneficiary and the domestic partner are and agree to be jointly and severally responsible for each other's basic living expenses incurred in the domestic partnership.
4. Neither the employee-beneficiary nor the domestic partner is married or a member of another domestic partnership.
5. The employee-beneficiary and the domestic partner are not related by blood in a way that would prevent them from being married to each other in the State of Hawaii.
6. The employee-beneficiary and the domestic partner are both at least 18 years of age and mentally competent to contract.
7. The consent to the domestic partnership by the employee-beneficiary or the domestic partner has not been obtained by force, duress or fraud.
8. The employee-beneficiary and the domestic partner hereby agree to sign and file with the EUTF any and all declarations of domestic partnership and/or verifications of eligibility as the EUTF board may from time to time prescribe.

III. DEPENDENT CHILDREN OF DOMESTIC PARTNER

We understand that dependent children of the domestic partner may be covered by the EUTF's health benefits plans if they meet all of the eligibility requirements for dependent-beneficiary coverage in such plans, e.g., be unmarried, under the age of nineteen or under the age of twenty-four and a full-time student, and be primarily dependent on the employee-beneficiary and/or domestic partner for support.

IV. CHANGE IN DOMESTIC PARTNERSHIP:

1. We understand that we have an obligation to notify the EUTF by filing a Declaration of Termination of Domestic Partnership if there is any change in our domestic partnership status as a result of: (a) any of the certifications in part II of this Declaration ceasing to be true; (b) the death of the domestic partner; or (c) the termination or dissolution of our

domestic partnership. We will notify the EUTF as soon as possible of such change. The form for making this notification is available from the Human Resource Department.

2. We understand that coverage of the domestic partner and the domestic partner's dependent children (obtained as a result of completion of this Declaration) will be terminated upon the EUTF's receipt of a notice of change in our domestic partnership or upon the EUTF's receipt of any other proper notification requesting termination of such coverage.

V. ACKNOWLEDGMENTS:

1. We understand that a civil action may be brought against one or both of us for any losses (as well as attorneys' fees and costs) due to any false statement contained in this Declaration or for failure to notify the EUTF of changed circumstances as required in Section IV above. I, the undersigned employee-beneficiary, further understand that falsification of information in this Declaration, or failure to notify the EUTF, of changed circumstances pursuant to Section IV above, may lead to disciplinary action against me, including discharge from employment.
2. We have provided the information in this Declaration for use by the EUTF for the sole purpose of determining our eligibility for certain domestic partner benefits. We understand and agree that the EUTF is not legally required to extend any such benefits. We understand that the information provided in this Declaration will be treated as confidential by the EUTF but will be subject to disclosure; (a) upon the express written authorization of the undersigned employee, (b) upon request of the insurer or plan administrator, or (c) if otherwise required by law.
3. We understand that this Declaration may have legal implications relating, for example, to our ownership of property, qualifications required to pay premiums with pretax funds, or to taxability of benefits provided, and that before signing this Declaration we should seek competent legal advice concerning such matters.

We affirm, under penalty of perjury, that the statements in this Declaration are true and correct.

_____	____/____/____
Employee-Beneficiary Signature	Date

_____	____/____/____
Domestic Partner Signature	Date

Employee-Beneficiary & Domestic Partner Address